BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hybrid Hearing held through video conference as per MahaRERA Circular No 49/2025

COMPLAINT NO.: CC006000000397239

SANTOSH JIVAJI DALVI …COMPLAINANT

Vs

1. VINAYGOPAL CHAWLA

2. TRUEARTH DEVELOPERS PVT. LTD.

3. PURNENDU ROY …RESPONDENTS

MahaRERA Project registration No. P51800024328

FINAL ORDER

(27.07.2026)

(Date of Hearing: 17.12.2025)

Coram: Shri. Ravindra Deshpande, Member II, Maha RERA

Advocate Saurabh Tamhankar for the Complainant

Advocate Jinay Jain for the Respondents

1. The present complaint dated 27.08.2023 has been filed by the Complainant on MahaRERA Website thereby seeking directions against the Respondents to execute a registered agreement for allotment of a covered car parking space for Flat No. 803, Wing-A, 8th Floor, in the project "Truearth Views", or in the alternative, to refund the amount of Rs.1,00,000/- along with interest, compensation of Rs.8,00,000/- and costs of the complaint.

2. The complaint was last heard on 17.12.2025 and the following roznama was recorded by this Authority:

"Today, both parties are present. The Respondent has uploaded the reply on the MahaRERA website and also uploaded an application for condonation of delay in uploading the reply. The Advocate for the Complainant submitted that he has uploaded rejoinder and same is uploaded on 03.11.2025. In such circumstances, the application filed by the Respondents for condonation of delay in uploading the reply is required to be considered. Hence, the said application is filed. The Advocate for the Respondent submitted that he has uploaded written

arguments on the MahaRERA website. The Advocate for the Complainant is seeking a prayer for the execution of the agreement for parking space. It is further submitted that the Respondent accepted an amount of Rs.1 Lac as part payment out of a total 4,50,000/- for the parking space. After making the payment, the Respondent did not execute the agreement nor communicated regarding the execution of the agreement for the parking space for 8 months. The Respondent rejected the parking space on grounds that the Complainant did not pay the remaining amount within 1 month from October 2022. The Advocate for Respondent submitted that the Complaint is not maintainable. It is further submitted that at the time of negotiation it was agreed between the parties that full payment was to be made within 1month. The Complainant did not pay the amount and remained mum for 8 months. On 21.06.2023, the Respondent issued a demand letter to the complainant asking for the balance payment as per the Agreement for Sale. It is further submitted that the Respondent is seeking the remaining amount of Rs.43,000/-. The Complainant replied and sent a letter contending that Rs. 1lac had been paid towards car parking. The Respondent refunded Rs.1 lac to the Complainant by bank transfer on 01.08.2023, and the very next day, the Complainant sent the said amount back to the Respondent. The oral arrangement stands terminated. The Advocate for the Complainant submitted that one weeks may be granted to upload the written arguments. Hence, time till 01.01.2026 is granted to the Complainant to upload the written arguments Thereafter, the matter will be reserved for orders."

The brief submissions of the complainant in the complaint are as follows:

3. The Complainant submits that Respondent No.1, Truearth Developers Pvt. Ltd., is a company registered under the provisions of the Companies Act and Respondent Nos. 2 and 3, namely Vinaygopal Chawla and Purendu Roy, are its Directors. The Complainant had purchased Flat No. 803, Wing-A, 8th Floor, in the project "TRUEARTH VIEWS" situated at Kannamwar Nagar, Vikhroli (East), Mumbai – 400083 from Respondent No.1 under an Agreement for Sale dated 30.12.2020.

4. The Complainant submits that in October 2022, he approached Respondent No.2 for purchase of a car parking space in the said project. After negotiations, Respondent No.2, on behalf of Respondent No.1, agreed to sell a car parking space to the Complainant for a consideration of Rs.4,50,000/- inclusive of GST. Pursuant thereto, the Complainant paid an advance amount of Rs.1,00,000/- vide Cheque No.

077679 drawn on Axis Bank Ltd., New Marine Lines Branch, Mumbai – 400002, which was credited to the bank account of Respondent No.1 on 01.11.2022. The Complainant submits that Respondent No.1 also issued a written acknowledgement of receipt of the said amount towards the car parking space.

5. The Complainant submits that he was ready and willing to pay the balance amount and requested Respondent No.2 to execute an agreement for allotment of the car parking space. However, Respondent No.2 allegedly avoided execution of the agreement on one pretext or another and postponed the same for approximately eight months. The Complainant contends that during this period the Respondents neither demanded payment of the balance amount nor issued any written notice specifying any time limit for payment or execution of the agreement.

6. The Complainant submits that he thereafter addressed a letter and email dated 24.07.2023 to the Respondents requesting execution of the agreement for allotment of the car parking space. Respondent No.1, vide letter dated 28.07.2023, received by the Complainant on 01.08.2023, cancelled the car parking space and refunded the amount of Rs.1,00,000/- on 01.08.2023.

7. The Complainant submits that on 02.08.2023 he again transferred Rs.1,00,000/- to the bank account of Respondent No.1 and requested execution of the agreement. Respondent No.1, by email dated 02.08.2023, stated that the parking had never been allotted to the Complainant due to alleged non-compliance or non-fulfilment of the terms mentioned in its letter and further stated that the amount paid on that date would be adjusted towards pending and further demand letters relating to the Complainant's flat.

8. The Complainant alleges that the cancellation was unilateral, illegal and mala fide, as no specific default or non-compliance was communicated to him and no prior notice or opportunity to rectify any alleged breach was given. He further contends that no specific period for payment of the balance consideration had ever been agreed between the parties or communicated to him and that the alleged time limit was raised for the first time in the letter dated 28.07.2023. He also submits that no document evidencing such agreed time limit was provided to him.

9. The Complainant further alleges that the cancellation of the car parking space was retaliatory and followed a dispute regarding an interest charge of Rs.2,175/- imposed in relation to delayed payment of the 22nd slab. He submits that the Respondents could not cancel the separate transaction relating to the car parking space merely because he had sought clarification regarding the said interest charge.

10. The Complainant submits that the delay in execution of the agreement was attributable to the Respondents and that their conduct caused him uncertainty and inconvenience. He alleges that the cancellation deprived him of the opportunity to secure a designated parking space and compelled him to make alternative parking arrangements, causing inconvenience, loss of time and possible additional expenses. He further alleges that the absence of the parking space may affect the convenience and potential resale value of his property and caused him emotional distress and loss of the opportunity to secure a valuable asset.

11. The Complainant submits that he issued a legal notice dated 08.08.2023 through his Advocate to Respondent No.1 and Respondent Nos. 2 and 3, calling upon them to execute a registered agreement for allotment of the car parking space. The notice was returned with the remark "Addressee Left without Instructions" and the postal tracking report reflected the same remark. The Complainant further submits that the notice was also sent by email to Respondent No.2 on 08.08.2023 and to the official email address of Respondent No.1 on 17.08.2023, but no reply was received.

12. The Complainant alleges that the subsequent payment of Rs.1,00,000/- made by him on 02.08.2023 was adjusted by the Respondents towards alleged dues relating to his flat, namely Rs.56,182/- towards advance payment for Terrace Slab, Rs.39,457/- towards Underground Tank, Rs.2,175/- towards interest and Rs.2,186/- towards GST. He alleges that receipts dated 02.08.2023 were issued in respect of the said amounts and that the receipts were backdated and the GST amount was shown without reference to the GST Number and Charges.

13. The Complainant therefore seeks a direction to the Respondents to execute a registered agreement for allotment of the car parking space for Flat No. 803, Wing-A, 8th Floor, in "TRUEARTH VIEWS" or, in the alternative, to refund Rs.1,00,000/- along with interest. He further seeks compensation of Rs.8,00,000/- towards alleged

undue hardship, financial loss, emotional distress, inconvenience and breach of trust, along with costs of the complaint and such other reliefs as may be deemed fit.

14. As interim relief, the Complainant seeks a direction restraining the Respondents from selling or disposing of the car parking space allegedly intended to be allotted to him until final adjudication of the complaint, apprehending that the same may be sold to another allottee.

The brief submissions of the respondent in Reply uploaded on 03.10.2025 are as follows:

15. The Respondent, relying upon Section 11(4) of the Real Estate (Regulation and Development) Act, 2016, submit that the dispute does not arise out of the Agreement for Sale dated 30.12.2020 or any alleged violation of the provisions of the RERA Act, Rules or Regulations, but arises out of a separate oral arrangement concerning a covered car parking space. According to the Respondents, the said arrangement stood terminated in 2022 and the Complainant subsequently accepted possession of the flat. Hence, the Respondents contend that the complaint is outside the jurisdiction of the Authority and is liable to be dismissed.

16. The Respondents submit that the Complainant purchased Flat No. 803, Wing-A, 8th Floor, in "Truearth Views", Kannamwar Nagar, Vikhroli (East), Mumbai – 400083, under an Agreement for Sale dated 30.12.2020, registered under No. 374/2021. The Complainant was neither allotted nor entitled to any car parking space under the said Agreement for Sale. The Respondents state that, on 30.10.2022, the Complainant approached them for purchase of a covered car parking space. Although the market value of the said parking space was Rs.8,00,000/-, after negotiations the Respondents agreed to allot it to the Complainant for Rs.4,50,000/- inclusive of GST, subject to payment of the entire consideration within one month, i.e. by 30.11.2022.

17. The Respondents submit that the Complainant paid Rs.1,00,000/- by Cheque No.077679 as advance towards the total consideration and represented that the balance amount of Rs.3,50,000/- would be paid within one month. The Respondents issued an acknowledgement for receipt of Rs.1,00,000/- towards the total

consideration of Rs.4,50,000/-. According to the Respondents, timely payment was the essence of the arrangement and it was understood that failure to pay the balance amount within the stipulated period would result in termination of the oral arrangement. The Respondents further submit that no formal agreement for allotment of the parking space was ever executed and that the Complainant neither paid the balance consideration nor sought any extension of time. Consequently, the oral arrangement stood terminated.

18. The Respondents submit that they thereafter issued a Demand Letter dated 21.06.2023 requiring payment of Rs.43,605/-, including Rs.39,457/- towards underground water tank work and Rs.2,175/- towards interest on delayed payment relating to work completed up to the 22nd slab, with payment due by 28.06.2023. The Respondents contend that the Complainant's letter dated 24.07.2023, alleging that he had been waiting for eight months for execution of the parking agreement, was an afterthought intended to avoid the aforesaid dues. The Respondents state that, vide letter dated 28.07.2023, they informed the Complainant that the parking agreement had not been executed due to his failure to pay the balance consideration of Rs.3,50,000/- and offered to refund the advance amount of Rs.1,00,000/-. Upon the Complainant allegedly failing to collect the amount, the same was transferred to his bank account through NEFT on 01.08.2023.

19. The Respondents further submit that, on 02.08.2023, the Complainant paid another amount of Rs.1,00,000/- towards the outstanding dues, which was appropriated as follows: Rs.39,457/- towards underground water tank work, Rs.2,175/- towards interest for delayed payment relating to work completed up to the 22nd slab, Rs.2,186/- towards 5% GST and the balance Rs.56,182/- towards terrace slab work. The Respondents state that receipts were issued for the said payments and that the Complainant did not object to the adjustment. They further submit that the Complainant subsequently signed and accepted the possession letter dated 01.09.2024 without protest. According to the Respondents, the Complainant had also never visited the sales office situated in the building to pay the balance consideration or pursue the alleged parking arrangement.

20. The Respondents therefore contend that the present complaint is an afterthought and has been filed to avoid payment of outstanding dues. They deny that they avoided execution of the parking agreement or that the Complainant had made several requests for its execution. The Respondents further deny having misappropriated the amount of Rs.1,00,000/- and submit that the amount was duly appropriated towards pending dues after the earlier advance payment had already been refunded.

21. The Respondents also deny the Complainant's claim for interest at 18% per annum, submitting that no agreement or written stipulation for payment of such interest existed between the parties and that the Complainant, having failed to pay the balance consideration within the agreed period, cannot seek equitable relief or damages. The Respondents deny the claim for compensation of Rs.8,00,000/- and submit that possession of the flat was handed over only on 01.09.2024, whereas the complaint was filed prior to October 2023, and therefore the Complainant could not have suffered the alleged loss or inconvenience from non-use of the parking space as claimed.

The Complainant has filed Rejoinder on 03.11.2025 on MahaRERA Website thereby made additional submissions as below: -

22. The Complainant submit that the Respondents filed their Reply on 03.10.2025 beyond the time granted by the Authority under the Roznama dated 12.06.2025 and without seeking any extension or permission. The Complainant therefore seek rejection of the belated Reply and pray that the complaint be decided without considering the same.

23. It is pertinent to note that both parties have uploaded Written Arguments on the MahaRERA website thereby reiterating the submissions made in their respective pleadings and hence, the same are not reproduced herein to avoid repetition.

24. Considering the contentions of the parties, following points arise for my determination. My findings thereon recorded as under for the reasons stated below:

REASONS

No.	Points	Findings
1.	Whether the complainant is entitled for the reliefs sought?	Negative
2.	What order?	As per final order

Reasons as to point nos. 1 and 2

25. I have carefully considered the pleadings of both the parties, documents placed on record and written arguments filed thereof.

26. The Complainant has sought a direction to the Respondents to execute an agreement for allotment of a covered car parking space in respect of Flat No. 803, Wing-A, 8th Floor, in the project "Truearth Views". In the alternative, the Complainant has sought refund of Rs.1,00,000/- along with interest and has further claimed compensation of Rs.8,00,000/-.

27. The preliminary objection raised by the Respondents regarding maintainability is required to be considered first. The Respondents contend that the Complainant was not allotted any car parking space under the Agreement for Sale dated 30.12.2020 and that the dispute relates to a subsequent and separate oral arrangement concerning the proposed purchase of a covered car parking space. It is therefore contended that the dispute does not arise from the Agreement for Sale or from any violation of the provisions of the Act, Rules or Regulations.

28. On perusal of the Agreement for Sale dated 30.12.2020, it is observed that the said Agreement for Sale relates to the purchase of Flat No. 803, Wing-A, 8th Floor, in the project "Truearth Views". The Complainant has not shown any provision in the said Agreement for Sale under which a car parking space was allotted to him or under which the Respondents were required to allot or sell a car parking space to him. Thus, the right claimed by the Complainant in the present complaint does not arise from the Agreement for Sale executed between the parties.

29. It is the Complainant's own case that, subsequently, in October 2022, he approached the Respondents for purchase of a car parking space and that, after negotiations, the Respondents agreed to sell the same for a consideration of Rs.4,50,000/- inclusive of GST. The Complainant further states that he paid an amount of Rs.1,00,000/- towards the said proposed transaction. However, admittedly, no separate agreement for allotment or sale of the car parking space was executed between the parties.

30. Thus, the alleged transaction concerning the car parking space was a subsequent arrangement independent of the Agreement for Sale dated 30.12.2020. Further, the very terms and conditions of the said arrangement are disputed by the parties. The Complainant contends that, after making the advance payment, he was ready and willing to pay the balance consideration and that the Respondents avoided execution of the agreement. The Respondents, on the other hand, contend that the balance consideration of Rs.3,50,000/- was required to be paid within one month from 30.10.2022 and that, upon failure to make such payment, the arrangement stood terminated.

31. Therefore, the relief sought by the Complainant would necessarily require determination of the terms of the alleged subsequent arrangement, including the time stipulated for payment of the balance consideration, the obligations of the respective parties and the circumstances in which the said arrangement came to an end. Such determination would essentially involve adjudication of the rights and liabilities arising from the alleged independent arrangement between the parties.

32. It is also significant that the Complainant has not identified any specific provision of the Act, Rules or Regulations under which he is entitled to seek refund of Rs.1,00,000/- along with interest. The claim for refund and interest is made as a consequence of the alleged failure of the Respondents to honour the subsequent arrangement relating to the car parking space. The Complainant has also not established that the Agreement for Sale conferred upon him any right to the said car parking space or that the alleged non-allotment or cancellation of the subsequent arrangement constitutes any specific violation of the provisions of the Act, Rules or Regulations.

33. The jurisdiction of this Authority cannot be invoked merely because the parties to a private transaction happen to be a promoter and an allottee of a flat in the same real estate project. The nature of the right claimed and the source of the obligation alleged to have been breached are required to be examined. In the facts of the present case, the Complainant has failed to establish that the reliefs sought arise from any right or obligation under the Agreement for Sale or from any specific statutory violation under the Act, Rules or Regulations.

34. The mere fact that the proposed car parking space is situated in the same project and that the parties are the promoter and an allottee of a flat does not, by itself, convert the alleged subsequent private arrangement into a dispute arising under the RERA Act. In the present case, the alleged arrangement was not incorporated in the Agreement for Sale, no separate agreement for allotment or sale of the car parking space was executed, and the terms of the alleged arrangement itself are disputed by the parties.

35. In these circumstances, the Complainant's claim for execution of an agreement for allotment of the car parking space would amount to seeking enforcement of the alleged independent arrangement. Similarly, the alternative claim for refund and interest also arises from the alleged failure or termination of the said arrangement and not from any specific statutory right under the Act pleaded or established by the Complainant.

36. It is therefore not necessary for this Authority to determine the disputed terms of the alleged oral arrangement or to enforce the same as a private contract. The Complainant may pursue such remedies as may be available to him in accordance with law before the forum having jurisdiction to adjudicate the alleged independent contractual arrangement.

37. In view of the above discussion, the Complainant has failed to establish that the alleged right to the covered car parking space arose under the Agreement for Sale dated 30.12.2020 or that the alleged non-allotment or cancellation of the subsequent arrangement constitutes any specific violation of the provisions of the Act, Rules or Regulations. The relief of refund and interest is also claimed as a consequence of the

alleged independent arrangement and not under any specific statutory provision of the Act.

38. Accordingly, in the facts and circumstances of the present case, the dispute raised by the Complainant essentially concerns the enforcement and consequences of a separate alleged private arrangement between the parties, the terms of which themselves are disputed. The present complaint, therefore, is not maintainable before this Authority under the provisions of the RERA Act and is liable to be dismissed. Accordingly, Point No. 1 is answered in the negative. Hence, the following order is passed: -

O R D E R

a. The present complaint is dismissed as not maintainable before this Authority.

b. No order as to costs.

RAVINDRA PADMAKARAO DESHPANDE

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Ravindra Deshpande
Member-II, MahaRERA

Date: 27.07.2026